

**Brookstone Production Company and American Federation of Television and Radio Artists, Miami Local.** Case 12-CA-16364

March 29, 1995

**DECISION AND ORDER**

BY CHAIRMAN GOULD AND MEMBERS COHEN  
AND TRUESDALE

Upon a charge filed by the Union on June 30, 1994, the General Counsel of the National Labor Relations Board issued a complaint on November 30, 1994, against Brookstone Production Company, the Respondent, alleging that it has violated Section 8(a)(5) and (1) of the National Labor Relations Act. Although properly served copies of the charge and complaint, the Respondent failed to file an answer.

On February 27, 1995, the General Counsel filed a Motion for Summary Judgment with the Board. On February 28, 1995, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

**Ruling on Motion for Summary Judgment**

Sections 102.20 and 102.21 of the Board's Rules and Regulations provide that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively notes that unless an answer is filed within 14 days of service, all the allegations in the complaint will be considered admitted. Further, the undisputed allegations in the Motion for Summary Judgment disclose that on December 20, 1994, at the Respondent's request, the Region telecopied the Respondent a copy of Sections 102.20 and 102.21 of the Board's Rules and Regulations.<sup>1</sup>

In the absence of good cause being shown for the failure to file a timely answer, we grant the General Counsel's Motion for Summary Judgment.

On the entire record, the Board makes the following

<sup>1</sup> Although the General Counsel did not send the Respondent a further written warning of the consequences of failing to file an answer to the complaint, this does not warrant denying the General Counsel's Motion for Summary Judgment. See *Superior Industries*, 289 NLRB 834, 835 fn. 13 (1988).

**FINDINGS OF FACT**

**I. JURISDICTION**

At all material times, the Respondent, a Florida corporation with an office and place of business located at 530 South Federal Highway, Deerfield Beach, Florida, has been engaged in the business of operating a television production studio. During the 12 months preceding issuance of the complaint, the Respondent purchased and received at its facility products, goods, and materials valued in excess of \$50,000 directly from points outside the State of Florida. We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

**II. ALLEGED UNFAIR LABOR PRACTICES**

The unit of employees described in the 1991-1994 AFTRA Network Television Code Memorandum of Agreement, also called the National Code of Fair Practice For Network Television Broadcasting (the Agreement), to which the parties are signatory, constitutes a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

At all material times, the Union has been the designated exclusive collective-bargaining representative of the unit and the Union has been recognized as such by the Respondent. This recognition has been embodied in a letter of adherence which binds the Respondent to the Agreement, which was effective by its terms from November 16, 1991, to November 15, 1994.

At all material times, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

Since about February 4, 1994, the Union, by letter, requested the Respondent to furnish it with certain information.<sup>2</sup> The information requested is necessary for,

<sup>2</sup> The Union's letter requested that the Respondent provide it with the following information in connection with the grievances of Andrew Stevens, Ron Stearn, Miles O'Keefe, Marshall Avenier, and other performers:

At Home"

1. Payment for Ron Stearn for show 19 as required by AFTRA contract;
2. Cancelled checks and H & R reports showing contributions made on behalf of Andrew Stevens and Miles O'Keefe. If no contributions have been made then immediate payment with H & R forms sent to this office;
3. Copies of H & R reports for shows 5,6 and 19;
4. Time Sheets for Andrew Stevens and Miles O'Keefe for all shows they performed on. Time sheets for Ron Stearn for shows 7,8,9,10,11,19.

"At Home For The Holidays"

*Continued*

and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.<sup>3</sup> At all material times, the Respondent has failed and refused to furnish the information requested by the Union.

#### CONCLUSION OF LAW

By the acts and conduct described above, the Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

#### REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent has failed to provide to the Union the information it requested on February 4, 1994, which information is necessary for, and relevant to, its role as the bargaining representative of the unit employees, we shall order the Respondent to furnish the Union the information requested.

#### ORDER

The National Labor Relations Board orders that the Respondent, Brookstone Production Company, Deerfield Beach, Florida, its officers, agents, successors, and assigns, shall

##### 1. Cease and desist from

(a) Failing and refusing to bargain with the American Federation of Television and Radio Artists, Miami

1. Cancelled check and H & R report showing contributions made on behalf of Andrew Stevens and Ron Stearn. If no contributions have been made then immediate payment with H & R form sent to this office;

2. Time sheets;  
"Safe & Secure"

1. The names, social security numbers and addresses of all persons performing in the re-enactments of show segments as required by Section 75, page 91 "People Covered."

2. Cancelled checks and H & R reports showing contributions made on behalf of Andrew Stevens, Marshall Avener and all performers for all shows. If no contributions have been made then immediate payment with H & R forms sent to this office;

3. Time sheets for Andrew Stevens, Marshall Avener and all persons performing re-enactments for all shows.

<sup>3</sup> Although the Board has held that social security numbers are not presumptively relevant, *Sea-Jet Trucking Corp.*, 304 NLRB 67 (1991), the Union's letter, which is attached as an exhibit to the complaint, indicates that the Respondent is required to furnish social security numbers under the parties' agreement. In this circumstance, and in the absence of any answer to the complaint or response to the Notice to Show Cause, we find that the Respondent was obligated to furnish the requested social security numbers and violated Sec. 8(a)(5) by failing to do so. See *MBC Headwear, Inc.*, 315 NLRB 424 fn. 2 (1994).

Local, by failing and refusing to provide the Union with requested information that is necessary for, and relevant to, its role as the exclusive collective-bargaining representative of the unit employees.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Furnish the Union the information it requested on about February 4, 1994.

(b) Post at its facility in Deerfield Beach, Florida, copies of the attached notice marked "Appendix."<sup>4</sup> Copies of the notice, on forms provided by the Regional Director for Region 12, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

<sup>4</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

#### APPENDIX

##### NOTICE TO EMPLOYEES

##### POSTED BY ORDER OF THE

##### NATIONAL LABOR RELATIONS BOARD

##### An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT fail and refuse to bargain with the American Federation of Television and Radio Artists, Miami Local, by failing and refusing to provide the Union with requested information that is necessary for, and relevant to, its role as the exclusive collective-bargaining representative of the unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL furnish to the Union the information requested by it on about February 4, 1994.

BROOKSTONE PRODUCTION COMPANY